

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000213862**  
**Buffalo Computer Graphics, Inc.**  
**4185 Bayview Road**  
**Blasdell NY 14219**  
**USA**

<b>Contract ID</b> 0000000000000000000018639		<b>Page</b> 1 of 4
<b>Contract Dates</b> 11/17/2010 to 09/30/2015		<b>Origin</b> CPS
<b>Description:</b> CPS-COMPUTER SOFTWARE		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 716-882-8668**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		VARIOUS BUFFALO COMPUTER GRAPHICS SOFTWARE PRODUCTS AND SERVICES	EA	0.00100	0.00	0.00

SOFTWARE PRODUCTS AND SERVICES FROM BUFFALO COMPUTER GRAPHICS MAY BE PURCHASED ON THIS CONTRACT. BUYERS CAN ACQUIRE PRODUCTS, TRAINING, MAINTENANCE, SUPPORT, AND INSTALLATION SERVICES THRU THIS AGREEMENT. PRICING ON THIS AGREEMENT IS BASED ON THE NASPO MULTI-STATE CONTRACT, GROUP # 38232, AWARD # 19745, KNOWN AS THE "HAZARDOUS INCIDENT RESPONSE EQUIPMENT" CONTRACT (H.I.R.E.). DISCOUNTS RANGE FROM 2.50% TO 10% OFF BCG PRICE LIST, WITH ADDITIONAL DISCOUNTS BASED ON VOLUME. A COMPLETE PRICE LIST CAN BE FOUND ON THE WEB SITE AT [HTTP://BGS.VERMONT.GOV/PURCHASING/BIDS](http://BGS.VERMONT.GOV/PURCHASING/BIDS) UNDER CONTRACT #18639.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN BASED ON A NASPO MULTISTATE REQUEST FOR PROPOSAL, ON WHICH THE STATE OF NEW YORK WAS THE LEAD STATE. THE CONTRACT PERIOD FOR THE MASTER CONTRACT BY THE LEAD STATE IS SEPT. 02, 2005 TO MAY 31, 2015.

PRICING: PRICING IS IN ACCORDANCE WITH THE CONTRACTORS COST PROPOSAL AS ESTABLISHED ON THE BUFFALO COMPUTER GRAPHICS PUBLISHED PRICE LIST WHICH IS AVAILABLE FOR VIEWING ON THE BGS WEB SITE AT [HTTP://BGS.VERMONT.GOV/PURCHASING/BIDS](http://BGS.VERMONT.GOV/PURCHASING/BIDS) OR ON THE MASTER CONTRACT SITE AT: [http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_BuffaloComputer.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_BuffaloComputer.pdf). PRICING WILL BE A PERCENTAGE OFF THE SUPPLIERS PUBLISHED PRICE LIST.

PRICING CAN ALSO BE ATTAINED BY CONTACTING MR. GARY MASTERSON AT BUFFALO COMPUTER GRAPHICS , PHONE 716-822-8668 OR VIA EMAIL AT [GMASTERSON@BUFFALOCOMPUTERGRAPHICS.COM](mailto:GMASTERSON@BUFFALOCOMPUTERGRAPHICS.COM)

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE NASPO / STATE OF NEW YORK RFP FOR HAZARDOUS INCIDENT RESPONSE EQUIPMENT ISSUED MARCH 29, 2005.

STATE OF VERMONT ATTACHMENT TITLED "ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS": ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: THIS IS A CPS CONTRACT FOR THE PURCHASE OF BUFFALO COMPUTER GRAPHIC SOFTWARE AND SOFTWARE SERVICES. ALL STATE DEPARTMENTS AND AGENCIES MAY USE THIS CONTRACT. THE CONTRACT MAY ALSO BE USED BY K-12 SCHOOLS IN VERMONT, POLITICAL SUB-DIVISIONS (TOWNS AND CITIES) AND THE VERMONT STATE COLLEGES, INCLUDING THE UNIVERSITY OF VERMONT.

CONTRACT PERIOD: THE CONTRACT PERIOD IS TWO YEARS, FROM NOV. 17, 2010 TO NOV. 30, 2012 WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE YEAR PERIODS, PROVIDED THE MASTER NASPO / NYS CONTRACT NUMBER #19745 IS STILL IN PLACE.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE

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<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

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PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1) YEAR.

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PERFORMANCE MEASUREMENTS						

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. ( EXAMPLE- LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM) THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES TO THE CONTRACTS STATUS.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

4. WHEN THE CONTRACTOR PERFORMS NETWORK RELATED SERVICES, THE CONTRACTOR WILL BE REQUIRED TO MEET REQUIREMENTS ON AN AGREED TO CUSTOMER "STATEMENT OF WORK" (SOW). THE CONTRACTOR WILL MEET THE REQUIREMENTS OF THE SOW TO AN ACCEPTANCE QUALITY LEVEL (AQL) OF 100%. THE CUSTOMER WILL DETERMINE THE ACCEPTABILITY OF WORK AND ANY FAILURE ON THE PART OF THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE SOW WILL BE REPORTED TO THE STATE CONTRACT MANAGER. THE CONTRACTORS NETWORK RELATED SERVICES PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas  
Technology Procurement Administrator  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501  
E-Mail: Stephen.Fazekas@state.vt.us  
Phone:802-828-2210  
Fax:802-828-2222

\*\*\*\*\* AMENDMENT #1 \*\*\*\*\*

AMENDMENT #1 - SEPT 25, 2012 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THERBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO NOVEMBER 30, 2013 UNDER THE SAME PRICING TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 07/01/12 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SUPERSEDED ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/10/11 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 12/05/08.

\*\*\*\*\* AMENDMENT #2 \*\*\*\*\*

AMENDMENT #2 - SEPT 25, 2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THERBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO NOVEMBER 30, 2014 UNDER THE SAME PRICING TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS FOR COOPERATIVE PROCUREMENTS CONTINUE TO APPLY.

\*\*\*\*\* AMENDMENT #3 \*\*\*\*\*

AMENDMENT #3 - NOVEMBER 12, 2014 - THE STATE IS HEREBY ELECTING TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX (6) MONTHS TO MAY 31, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

\*\*\*\*\* AMENDMENT #4 \*\*\*\*\*

AMENDMENT #4 - MAY 22, 2015 - THE STATE IS HEREBY ELECTING TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR FOUR (4) MONTHS TO SEPTEMBER 30, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_